



Public Service Commission of South Carolina Tariff Summary Sheet as of April 20, 2010

Pay-Tel Communications, Inc.

Tariff Service: Local

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2010-86	4/13/10	4/20/10	10
<u>Summary:</u> Pages 2, 3, 25, 27, 27.1, 32, 33, 33.1, 34 and 35 are affected. Four different changes: 1. M-Matter relocated without change, 2. Z-correction, 3. T - Changes in Text, 4. N - New rates/regs			
E2010-62	3/15/10	3/18/10	35
<u>Summary:</u> Pay Tel Tariff No. 4			
E2010-57	3/3/10	3/10/10	35
<u>Summary:</u> Pay Tel Tariff No. 4			
E2009-416	12/1/09	12/4/09	28
<u>Summary:</u> This tariff replaces Pay Tel Tariff No. 2 in its entirety currently on file with the Commission.			
E2008-406	12/3/08	12/8/08	3
<u>Summary:</u> Text changes on pages 2, 17, 23			
E2008-341	10/7/08	10/10/08	2
<u>Summary:</u> Text change on page 22			
E2008-224	7/28/08	8/5/08	2
<u>Summary:</u> Text changes to Section 3.5.4(G) (page 21) and check sheet (page 2)			
E2008-122	6/10/08	6/16/08	25
<u>Summary:</u> All pages of this tariff were revised (except new page 25) to add the company toll-free number on the footer. In addition, some rates were reduced and some of the service descriptions changed			

SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

TITLE SHEET

SOUTH CAROLINA INMATE TELECOMMUNICATIONS TARIFF

This tariff contains the rules, regulations, descriptions and rates applicable to the furnishing of inmate telecommunications services provided by Pay Tel Communications, Inc., with the principal offices at 4230 Beechwood Drive, Greensboro, N.C. 27410. This tariff applies to services furnished within the state of South Carolina. This tariff is on file with the South Carolina Public Service Commission and a copy of this tariff may be inspected during normal business hours at the Company's principal place of business. A copy may also be obtained by visiting the Company's website, www.paytel.com, or by writing the Company.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

CHECK SHEET

SHEETS 1 THROUGH 35 INCLUSIVE OF THIS TARIFF ARE EFFECTIVE AS OF THE DATES SHOWN AT THE BOTTOM OF THE RESPECTIVE SHEET(S). ORIGINAL AND REVISED SHEETS AS NAMED BELOW COMPRISES ALL CHANGES FROM THE ORIGINAL TARIFF AND ARE CURRENTLY IN EFFECT AS OF THE DATE ON THE BOTTOM OF THIS PAGE.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	19	Original
2	1 st Rev.*	20	Original
3	1 st Rev.*	21	Original
4	Original	22	Original
5	Original	23	Original
6	Original	24	Original
7	Original	25	1 st Rev. *
8	Original	26	Original
9	Original	27	1 st Rev. *
10	Original	27.1	Original *
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original	32	1 st Rev.*
16	Original	33	1 st Rev.*
17	Original	33.1	Original *
18	Original	34	1 st Rev. *
		35	1 st Rev. *

* Indicates new pages included with this filing.

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Issued: April 13, 2010

Effective Date: _____

SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

TABLE OF CONTENTS (T)

TITLE SHEET	1
CHECK SHEET.....	2
TABLE OF CONTENTS.....	3
EXPLANATION OF SYMBOLS.....	4
SECTION 1 – DEFINITIONS	5
SECTION 2 – RULES AND REGULATIONS	9
SECTION 3 – DESCRIPTION OF SERVICE	21
SECTION 4 – RATES AND CHARGES	28

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

Page Numbering – Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between pages 2 and 3 would be numbered 2.1.

Explanation of Symbols – When changes are made in any tariff sheet, a revised sheet will be issued cancelling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- C- To signify changed regulation
- D- To signify a deletion
- I- To signify an increased rate
- M- To signify matter relocated without change
- N- To signify new rate or regulation
- R- To signify a rate reduction
- T- To signify a change in text
- Z- To signify a correction

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 1 – DEFINITIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier which connects an inmate telephone to a switching center.

Alternative Local Telephone Service Providers – Carriers such as CLEC, VOIP, or Wireless Carriers that do not provide billing and collection agreements for other carriers. When the Customer chooses to use an Alternative Local Telephone Service Provider, the Company will assist the Customer in establishing billing arrangements through Company Direct Bill or Prepaid Account Programs with multiple payment options through the Company or Third Party Payment Processors.

Automated Call Processing System – Equipment that automates the placement of collect calls, including recordation of billing information.

Automated Collect Inmate Telecommunications Services – Calls whereby an inmate in a Confinement Facility dials the called number and the call is billed to the called number (collect call) and where call placement and recording of billing information is performed without the assistance of a live operator.

Bill Processing Fee - A charge, applied to a Billed Party's bill during each billing period calls are billed, to recover costs associated with the Company's administration, billing, collection and remittance of various government-mandated fees, surcharges and other amounts associated with the provision of services by the Company.

Billed Party – The individual who accepts a collect call, is billed for the call, and responsible for the payment of the applicable charges.

Billing Limit – A dollar value of accepted collect call charges beyond which is deemed to be an at-risk collection.

Billing Service Company – A Company with billing and collection agreements with Local Exchange Carriers.

Called Party – The individual who receives an inmate collect call who can either accept or refuse the call.

Called Station – The terminating point of a call (i.e., the called number).

Calling Station – The originating point of a call (i.e., the calling number).

Client – The Confinement Facility Administration or the government entity with which the Company has contracted to provide service.

Collect Call – a Billing arrangement whereby the charge for a call may be billed to the called station provided the called station accepts responsibility for such calls.

Commission – South Carolina Public Service Commission.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 1 – DEFINITIONS (continued)

Common Carrier – A company or entity providing telecommunications services to the public and subject to the jurisdiction of the South Carolina Public Service Commission.

Company – Pay Tel Communications, Inc.

Completion of a Collect Call – A call is completed when the call is accepted by the called party.

Confinement Facility – A local, state, or federal facility that has authorized the Company to provide inmate telecommunications services.

Customer – The person or legal entity that enters into payment arrangements with the Company for telecommunications services to send or receive calls. Customer shall include a Billed Party and/or a Called Party.

Debit Calls – A service where the inmate may place calls using funds transferred from the Inmate's Trust Account.

Direct Bill Customer Program – A program available to those Customers whose calls cannot be billed through their Local Exchange Carrier or provided to those Customers who accrue a threshold amount of charges. An account is established with the Company by a Customer who completes a credit application and receives a satisfactory credit score. A credit limit is established and calls are billed by the Company directly to the Customer monthly.

Family Connection Calling Plan™ – A plan available for Customers who open a prepaid account with the Company. The plan provides a discount on every call depending on the amount of the payment made by the Customer.

Fixed Service Charge – A fee, in addition to the underlying local call rate or long distance Measured Charge, for calculating the total charge for a completed call.

Incomplete Call – Any call where transmission between the calling and called station is not established (e.g., busy, no answer, billing refused, etc.).

Inmate – An individual in a Confinement Facility who uses the Company's telephones and the Company's services to place a call. An Inmate may use Prepaid Calling Cards and/or Debit Calling through the Confinement Facility's Commissary or Inmate Trust Fund Account and be a Customer of the Company.

Inmate Telephone – A coinless telephone instrument conforming to South Carolina Public Service Commission Orders, Regulations, and Guidelines governing such equipment.

Inmate Trust Fund Account – An Inmate Trust Account is an account established by the Confinement Facility where all funds belonging to an Inmate are placed and maintained.

Interexchange Carrier (IXC) – a company which furnishes interexchange telephone service.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 1- DEFINITIONS (continued)

Local Call – a call originated and terminated within a single exchange or extended local service area.

Local Exchange Carrier (“LEC”) – A certified telecommunications company that provides local exchange service to customers in the state of South Carolina.

Measured Charge – A charge assessed on a per-minute basis, in addition to the Fixed Service Charge, for calculating the total charge for a completed call.

MoneyGram® Payment Processing Fee – An undiscountable fee charged to a Customer by MoneyGram® each time the Customer chooses to make cash payment through MoneyGram® for an account with the Company.

ORS – the South Carolina Office of Regulatory Staff.

Phone Payment Processing Fee – An undiscountable fee charged to a Customer by the Third Party Phone Payment Processor when the Customer chooses to make a payment using credit card, check/debit card or check over the phone for an account with the Company.

Prepaid Customer Account Program – A program available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider or provided to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier. An account is established with the Company by a Customer with an initial payment of \$25 or more. Charges for service provided by the Company are deducted on a per minute or per call real time basis from the Customer’s account.

Prepaid Card – A card issued by the Company which provides an inmate with a Prepaid Account, an Authorization Code, and instructions for accessing the Company’s network. An inmate purchases the prepaid card usage on a set prepaid basis from the Confinement Facility. Usage charges for Prepaid Card calls are deducted from the Prepaid Card on a real-time basis. Following release from a Confinement Facility, a Company Prepaid Card can be used to place additional prepaid calls until available funds are used or a refund can be requested by sending the card to the Company at the address printed on the card.

Tariff – A set of rates, charges, rules and regulations adopted and filed by the Company with the Commission.

Third Party Payment Processors – The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. The Company has negotiated the lowest possible fee with each of these Third Party Payment Processors, and receives no revenue in connection with any such fee. This fee is added to the Customer’s payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors include (but are not limited to) Western Union Prepaid Services, MoneyGram®, a Phone Payment Processor, and a Website Online Payment Processor.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 1 – DEFINITIONS (continued)

Toll Call – An interexchange call originating in one exchange and terminating in another that is not part of the exchange and is not a part of any extended local area service arrangement. These calls can be either intraLATA or interLATA long distance calls.

Website Online Payment Processing Fee – An undiscountable fee charged to a Customer by the third party Website Online Payment Processor when the Customer chooses to make a payment online using a credit card, check/debit card or check for an account with the Company.

Western Union Prepaid Service Payment Processing Fee – An undiscountable fee charged to a Customer by Western Union each time the Customer chooses to make a cash payment through Western Union for an account with the Company.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's inmate telephone services are furnished for communications originating in Confinement Facilities within the state of South Carolina.

The Company installs, operates and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this Tariff. The Company furnishes its inmate telephone services for the benefit of Inmates housed in local, county, and state Confinement Facilities as well as for the benefit of the people Inmates call.

The Company's services are available twenty-four hours per day, seven days a week, subject to the rules of the Confinement Facility.

2.2 Inmate Telephone Service Restrictions

2.2.1 Service is offered subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when a Customer, Calling Party, Called Party, Inmate or other person is attempting to steal service or is using service in violation of the law, the rules of the particular Confinement Facility or the provisions of this Tariff. The Company may prosecute those who use its services in violation of the law.

The Company may refuse, restrict, or interrupt service to Customers due to insufficient billing information, invalid telephone numbers, invalid commercial credit card numbers, refusal of a called party to accept responsibility for payment, or other circumstances which may prevent the Company from collecting the charges due. The Company may refuse or otherwise restrict the use of some or all billing methods for calling to or from certain parts of the United States or in circumstances where the Company reasonably believes such restrictions are necessary to prevent fraud and uncollectibles.

Service is restricted to permit placement of outward only automated collect, prepaid, or debit calls to locations within the United States and Confinement Facility-authorized foreign countries. All other call-types including direct dial, sent paid and calls charged to calling cards or third numbers are prohibited (other than as specifically set out herein or otherwise expressly authorized by the Company).

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

Use of the Company's service is subject to any conditions or limitations imposed by Confinement Facilities. The Company may restrict or refuse service to any Inmate at the request of the Confinement Facility, and/or limit or prohibit inmate access to certain telephone numbers as specified by the Confinement Facility. Service may be limited at the discretion of the Confinement Facility.

- 2.2.3 Calls by Inmates to Company numbers and other numbers stipulated by Confinement Facility authorities will be blocked in the interest of public safety and to avoid harassment.
- 2.2.4 Calls dialed 10XXX+0, 950, 911, 900, 976, 700, 411 and other information calls are blocked. A copy of the current local directory shall be available upon request by Confinement Facility authorities for inmate use.
- 2.2.5 The Company will also block calls in the following circumstances, subject to provisions of this Tariff that provide Customers with alternative means for connecting calls:
 - A. When the Customer's Local Exchange Carrier or Alternative Local Telephone Service Provider does not provide billing for collect calls;
 - B. When the telephone number in question lacks sufficient billing history or billing information;
 - C. When the Local Exchange Carrier identifies multiple lines at a particular address;
 - D. When the Local Exchange Carrier has a collect call block on the line;
 - E. When the amount of collect calls received by a particular phone number has reached the billing limits established with the Customer's or Billed Party's Local Exchange Carrier based on that carrier's uncollectible revenue history;
 - F. When a Prepaid or Debit Customer's account balance lacks available funds;
 - G. When a Customer's Direct Bill account balance is over the established credit limit.

When a Customer with one of the above circumstances receives a call from an inmate, the call will be connected and a one-minute courtesy call will be provided to the Customer. The Customer will be instructed to call the Company's 1-800 customer service number where he or she will be told why his or her number is blocked, and the Customer will be given an opportunity to open a Company account twenty-four hours a day, seven days a week.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- 2.2.6 The Company will also block calls in the following circumstances and will not provide alternative means for connecting calls:
- A. When the Confinement Facility has placed a block on the phone number;
 - B. When the Customer or telephone subscriber has requested a block on his or her phone number;
 - C. When a Local Exchange Carrier notifies the Company that the subscriber owes past due Company charges to the Local Exchange Carrier;
 - D. When a Customer account is in “collection status”, i.e. NSF check, invalid check, fraudulent credit card payment, etc.
- 2.2.7 Maximum call duration is limited to any maximum duration specified by the Confinement Facility, but otherwise is not limited to less than ten minutes.
- 2.3 Limitation of Liability of the Company; Indemnification and Related Provisions
- 2.3.1 The Company’s liability, with respect to the services and facilities provided or operated by the Company, for damages arising out of mistakes, interruptions, acts, omissions, delays, errors or defects in the transmission occurring in the course of furnishing service, and not caused by the negligence, gross negligence, willful misconduct or unlawful conduct of its employees or its agents, in no event shall exceed the amount equal to the pro rata charge to the Customer or Called Party for the period during which the service was provided or the facilities were operated. The Company will also not be liable for any of the damages to a Confinement Facility resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damages are directly and proximately caused by the Company’s negligence or willful misconduct.
- 2.3.2 In no event will the Company be liable for consequential, indirect, incidental, special, emotional, exemplary, or punitive damages whatsoever from any interruption, degradation or other defect in the provision of service.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- 2.3.3 In addition, the Company shall not be liable or otherwise responsible for interruptions of service resulting from the following actions of a Customer or Called Party: 1) when the parties stop talking without hanging up; 2) attempts to make a 3-way call; 3) attempts to answer Call Waiting; 4) attempts to put a call on hold; 5) attempts to transfer a call; 6) use of a cordless phone; and/or 7) use of a wireless communication device.
- 2.3.4 The Company shall not be liable for and shall be indemnified and held harmless by Customers, Calling Parties, Inmates, Called Parties, the Confinement Facility and/or any third parties against:
- A. Claims for libel, slander, or infringement or copyright arising out of the material, data, information, or other content transmitted over the Company's facilities or using the Company's services.
 - B. All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or assessed by Customer, Calling Party, Called Party, Inmate, Confinement Facility or any other party or person, for any personal injury or death, or for any destruction of any property, whether owned by a Customer or others, claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of services, facilities or equipment provided by the Company and arising out of any act or omission of the Customer, Calling Party, Called Party, Inmates, Confinement Facility personnel or any other person in connection with any service, equipment or facility provided by the Company. For purposes of this tariff generally and this provision specifically, no agents, representatives or employees of other carriers or companies shall be deemed to be agents or employees of the Company without prior written authorization by the Company.
 - C. All other claims arising out of any act or omission of the Customer, Calling Party, Called Party, Inmates, Confinement Facility personnel, or any other person in connection with any service, equipment, or facility provided by the Company.
 - D. Violations of the provisions of this Tariff.
- 2.3.5 Except as caused by its willful misconduct or gross negligence, the Company shall not be liable for the unauthorized disclosure of any account or billing information, or the content of any call or conversation made utilizing the Company's facilities or services, collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- 2.3.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff or the Services provided hereunder will be deemed waived if not brought or made in writing within thirty (30) days from the date that the alleged act or omission occurred.
- 2.3.7 Any provision of the Tariff notwithstanding, in no event will the Company's liability for damages arising out of mistakes, interruptions, acts, omissions, delays, errors or defects in the transmission occurring in the course of furnishing service, with respect to the services, equipment and facilities operated or provided by the Company under this Tariff exceed the lesser of: (i) the pro rata amount of charges incurred by reason of Company's negligence, gross negligence or willful misconduct for services provided hereunder or (ii) One Thousand Dollars (\$1,000) in the case of negligence or Ten Thousand Dollars (\$10,000) in the case of gross negligence or willful misconduct on the part of the Company.
- 2.3.8 For purposes of this Section 2.3 (Limitation of Liability of the Company), references to the Company include the Company, together with its officers, directors, employees, agents and subcontractors.
- 2.3.9 **THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**
- 2.3.10 The Company is excused from its obligations hereunder (and from any performance failure in connection therewith), and shall not be liable for any resulting loss or damages whatsoever, to the extent caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes, insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of telecommunication service or power supply to the Customer's, Confinement Facility's or Company's premises, disconnection or unavailability of any other provider's facilities, capacity or services, acts of third parties unrelated to the Company, acts of Company employees or agents when acting beyond the scope of their respective employment or agency, computer viruses, hacking or other outside disruption, and any regulation or other directive, action or request of any governmental authority.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- 2.3.11 Customer and any authorized users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney fees and court costs), or liability for patent or other intellectual property infringement arising from Customer or any authorized users' (1) combining facilities or services that they have provided or furnished with, or using such facilities or services in connection with, facilities or services that the Company has furnished, or (2) using facilities the Company has furnished in a manner that the Company did not contemplate or intend and over which the Company exercises no control. In the event that any such infringing use is enjoined, Customer or authorized user, at its own expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, Customer or authorized user shall at his or her own expense defend, on behalf of the Company and upon request by the Company, and suit brought or claim asserted against the Company for any such infringement or related claims.
- 2.3.12 The Confinement Facility operator shall be solely responsible and liable for: 1) placing any necessary service orders with the Company; 2) arranging access to the premises by Company personnel or representatives at times mutually agreeable to Company and Confinement Facility operator when required for installation, repair, maintenance, operation, inspection or removal of equipment associated with the provision of Company services; 3) complying on its part with applicable tariff regulations; 4) assuring that its Inmates comply with applicable tariff regulations; 5) providing an uninterrupted, fully functional and good quality power source for the running of Company equipment on the Confinement Facility premises; 6) providing a temperature controlled room suitable for housing the Company's computer and related equipment; and 7) any loss or damage to Company equipment located on the Confinement Facility's premises that occurs as a result of the loss of power or other conditions under the control of the Confinement Facility.
- 2.4 Taxes and Fees

All state and local taxes and any fee imposed by a governmental entity (e.g. sales tax, municipal utilities tax, telecommunications business license tax, USF assessment) are listed as separate line items and are not included within the rates and charges specified in Section 4. The Customer is responsible for payment of any and all federal, state and local taxes and regulatory or governmental surcharges or fees applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

2.4.1 Universal Service Fees

The Universal Service Fees (“USF”) assessed on a Customer’s phone bill, prepaid account, debit card, direct bill or other account, are regulated by federal and state law. The USF is set by the Federal Communications Commission and by the South Carolina Public Service Commission

2.5 Payment for Service

2.5.1 Disputed Charges

Charges billed directly by the Company are due and payable upon receipt. Amounts not paid within thirty (30) days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute must be received in writing within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding upon the Customer.

For charges billed through the Customer’s LEC, notice from the Customer of disputed charges must be received in writing by the Company within thirty (30) days after the bill is issued. Otherwise, all charges will be considered correct and binding.

The Company will promptly investigate and advise all billed parties of its findings concerning disputed charges. Bill adjustments will be made to the extent that circumstances exist which reasonably indicates that such changes are appropriate.

- A. Contact Customer Service: Customers with questions about billed charges may contact the Company directly at 1-800-729-8355, or such other number(s) designated by the Company, twenty-four hours a day. The Company’s automated phone system can provide the Customer with account balance, call and payment activity, information on why an account is blocked, information on how to open an account and answer the most frequently asked questions.

A Customer wishing to speak to a Customer Service Representative can call 1-800-729-8355, or such other number(s) designated by the Company, Monday through Friday from 8:00 am to 8:00 pm and on Saturday from 9:00 am to 2:00 pm and follow the voice prompts to reach a Customer Service Representative.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

Those persons who have not yet established an account with the Company nor received a call from the Company requesting the establishment of an account may contact the Company at 1-800-729-8355 or such other number(s) designated by the Company. The customer will be asked by an automated voice prompt to enter their phone number. When their number is not identified as an active account, the customer will be transferred to a Customer Service Representative.

The Customer can contact a Company Customer Service Representative via e-mail at csr@paytel.com, by fax at 1-800-776-8423, or by mail at the address below, or by such other means as may be designated by the Company:

Pay Tel Communications, Inc.
Customer Service
P.O. Box 19290
Greensboro, NC 27419

All inquiries are addressed the day they are received during normal business hours.

- B. Contact Customer Relations: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can file a complaint with Customer Relations via e-mail at customerrelations@paytel.com. All complaints are addressed by the Customer Relations Manager the day they are received during normal business hours Monday through Friday.
- C. Contact President: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can contact the President of the Company via e-mail at president@paytel.com. All inquiries are addressed by the President the day they are received during normal business hours Monday through Friday.
- D. Contact Better Business Bureau: The Company is a member in good standing of the Better Business Bureau Online Reliability Program. If the Customer is not satisfied with the Company's services, they can use the BBB link on the Company's website home page to file a complaint with the BBB. All complaints are addressed the day they are received during normal business hours.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- E. Contact Office of Regulatory Staff: If the Customer is not satisfied with the resolution of intrastate billed charges by the Company, the Customer has the right to express its concerns to the South Carolina Office of Regulatory Staff:

South Carolina Office of Regulatory Staff
State of South Carolina
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Telephone Number: 803-737-5230
Toll Free Number 800-922-1531
Fax Number: 803-737-4750

- F. Customers who are Inmates must utilize the dispute resolution process available at their Confinement Facility.

2.5.2 Collection of Post-Billing Adjustments

The Company will exercise its rights, (as set out in the truth-in-billing regulatory statements on the LEC's bill) to pursue collection on unpaid charges for Company services billed by a LEC and recoured to the Company. Upon receipt of post-billing adjustments from a LEC containing a Customer's past due charges for services provided by the Company, the Company or its agents will invoice the Customer directly for those amounts. If the Customer does not contact the Company within thirty (30) days to dispute the validity of the charges, the charges will be presumed valid and a late payment fee may be assessed.

2.5.3 Late Payment Fee

A late payment fee of one and one-half percent (1½ %) per month (18% per annum) may be applied by the Company to its Customer's invoiced amounts, if an outstanding invoice for services has not been paid in full thirty (30) days from the invoice date. Where the Company elects to apply late payment fees, it will provide notice to the Customer on the invoice(s) to which such charges will be applicable.

2.5.4 Returned Check Charge

The Company will charge a fee, not to exceed that set out in S.C. Code Annotated Section 34-11-70, for each check returned for insufficient funds.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

2.5.5 Costs of Collection and Repair

The Company shall be entitled to recover any and all costs, including attorneys' fees, court costs, and the costs of litigation and accounting expenses, incurred in the collection of monies owed to the Company for any services provided by the Company. The Company shall also be entitled to recover all costs and expenses required for repair or replacement of damaged equipment.

2.5.6 Backbilling Procedures

The Company may render or adjust an invoice to the Customer at any time up to ninety (90) days from the date on which the services were provided by the Company. Where fraud or other unlawful activity has occurred with respect to the use or misuse of the Company's services by any person, the Company may invoice such person for up to one (1) year from the date on which the services were provided by the Company.

2.6 Refusal or Discontinuance of Service by Company

2.6.1. The Company may block or discontinue service to a Customer without liability by providing expedited notice via delivery of an automated telephone call or electronic mail message to the Customer, for the following causes:

- A. When a Customer fails to pay for service billed through a Local Exchange Carrier –
Notice is provided to Customer once the Company is notified of an unpaid balance.
- B. When Customer's Direct Bill Account balance exceeds the established credit limit –
Notice is provided to Customer prior to and after such balance reaches the credit limit.
- C. When Customer's Prepaid Account balance exhausts available funds –
Notice is provided to Customer prior to and after available funds are depleted.
- D. In the event the billing validation process indicates that the terminating carrier (e.g. an Alternative Local Telephone service Provider) cannot or will not bill for the call

Notice is provided to Customer at the time of the call attempt advising Customer to contact Company and establish appropriate payment arrangements

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

- E. In the event the validation process does not indicate a valid name, number and/or address for billing purposes –
Notice is provided to Customer at the time of the call attempt advising Customer to contact Company and establish appropriate payment arrangements.
 - F. In the event the validation process does not indicate a satisfactory billing history –
Notice is provided to Customer at the time of the call attempt advising Customer to contact Company and establish appropriate payment arrangements.
 - G. Other causes as specified in Section 2.2 Inmate Telephone Service Restrictions above –
Notice is provided to Customers prior to and after the activity when feasible.
- 2.6.2 The Company may block or discontinue service to a Customer without liability and without notice in the event of one or more of the following circumstances:
- A. Customer use of the Customer's or Company's equipment or the Company's service in such a manner as to actually or potentially adversely affect the Company's equipment, financial viability, or service to others;
 - B. A condition determined by the Company to be hazardous or dangerous;
 - C. Where there is reasonable cause to believe that there is illegal or willful misuse of the Company's service;
 - D. In the event of fraudulent payment or non-payment for services or other evidence of an attempt to steal services from the Company;
 - E. In the event of unauthorized use of Customer's or Company's telephone service;
 - F. Violation of and/or noncompliance with the Commission's orders, rules, or regulations governing the service provided under this tariff; or
 - G. Violation of any rule, policy, or request of a Confinement Facility or any governmental authority having jurisdiction over the Company and/or the service provided under this tariff.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

2.7 Cooperation

Customer shall cooperate, and shall cause Customers to cooperate, with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.8 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of South Carolina.

2.9 No Third Party Beneficiary

This Tariff does not create a beneficial interest for, or create any rights enforceable by, any persons other than Company or Customer.

2.10 Other Documents

References to other documents or instruments (including Commission or other governmentally issued statutes and rules) refer to such documents or instruments as amended from time to time.

2.11 Severability and Survival

Should any provision or portion of this Tariff be held by a governmental authority or court of law to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect. The following provisions of this Tariff will survive any termination of service: Section 2.3 (Limitation of Liability of the Company), Section 2.5 (Payment for Service) and any other provision that, by its terms or by any reasonable interpretation thereof, is intended to survive such service termination.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE

3.1 General

The Company provides telecommunications services to Inmates in local, county and state Confinement Facilities throughout the United States including South Carolina. Service provided under this tariff is intrastate voice telecommunications service between points in the state of South Carolina. Originating points of service are limited to Inmate telephones owned or operated by the Company in Confinement Facilities and made available for the use of Inmates.

Services are provided on an automated basis through Inmate telephones, automated call processors and over subscribed facilities of various telecommunications providers. These facilities include, but are not limited to, broadband access lines (e.g. T-1, DSL), MultiProtocol Label Switching (“MPLS”) equipment and services, Integrated Services Digital Network (“ISDN”), and payphone service provider access lines. The Company will choose appropriate facilities for the provision of its services based upon Confinement Facility requirements and the Company’s evaluation of cost, reliability, and network function.

Inmate telephone service consists of the provision of automated operator service by means of an Automated Call Processing System. To complete and arrange billing for calls, automated service is provided by means of a microprocessor which uses recorded voice prompts which prompt parties to the call through the process of completing the call. The microprocessor responds to the Called Party’s input of information by automatically processing and transmitting the information to establish a valid billing procedure for the call and to complete the call.

Consistent with applicable law governing the provision of telecommunications services to inmates in Confinement Facilities and restrictions based upon the provision of such services by Confinement Facilities, the Company’s inmate telecommunications services are provided as follows:

- 3.1.1 Only automated collect calls and authorized Prepaid Card calls or Debit Calls placed using funds from an inmate’s Commissary or Inmate Trust Fund Account.
- 3.1.2 The automated voice prompts identify the Company, audibly and distinctly, to the Customer at the beginning of each call, and again before the Billed Party incurs any charge for the call.
- 3.1.3 The Inmate and/or the Called Party receiving the call can terminate the call at no charge before the call is accepted.
- 3.1.4 The Company shall disclose to the Customer, upon request and at no charge, a quote of its rates and charges for the call.
- 3.1.5 The Company shall post notices in each Confinement Facility where the Company provides service containing the Company’s contact information along with information on how the service is provided.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.2 Timing of Calls

Charges begin once the Called Party accepts a collect call or when the prepaid Inmate call is accepted. After the system verifies acceptance, timing begins and a call detail record is generated from that moment until the call is concluded.

There shall not be a charge for unanswered and non-accepted collect calls. Upon receiving reasonable and adequate notification from Customer of a billing error for any such call, and verifying such error, the Company or an authorized agent will issue a credit to the Customer in an amount equal to the charge for the call.

3.3 Monitoring and Recording of Inmate Calls

The Company installs and maintains call origination equipment (Inmate telephone service systems) with monitoring and recording capabilities in Confinement Facilities that request and contract for such equipment. The Company has a Monitoring and Recording policy that prohibits any employee from recording, listening to or disclosing the contents of telephone recordings except as authorized in accordance with all applicable state and federal laws, including Title III of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (the “Act”), 18 U.S.C.A. §2511 (c) and (d).

The Monitoring and Recording Policy provides the guidelines for law enforcement officials to monitor and record non-privileged Inmate conversations. It also provides guidelines for Company employees to respond to law enforcement investigations, analyze recordings for the purpose of quality control (voice and volume), and review recordings for the purpose of telephone fraud investigation.

Prior to recording any conversation, the Calling Party (the Inmate) and the Called Party are both notified that the call will be recorded and may be monitored. After the call is answered this notification is provided before and after the call is accepted. Calls between an Inmate and attorney are not recorded if the attorney provides his or her phone numbers to the Confinement Facility to block recording.

3.4 Rate Quotes

The Customer prior to accepting a collect call can receive a quote for the call by pressing a single digit. The Customer can also receive a rate quote by calling the Company’s toll free customer service number twenty-four hours a day.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.5 Inmate Customers

3.5.1 Prepaid Cards

Inmates may obtain Company Prepaid Cards (in various denominations) directly from the Confinement Facility. All monetary transactions involving Inmates take place between the Confinement Facility and the Inmate, and are under the direct and complete control of the Confinement Facility.

The Inmate obtains access to the Company's Prepaid Card Services via a toll-free number. The Inmate must input a valid Authorization Code to access an account. At the beginning of each call, the Inmate is informed of the remaining balance on the card. The Inmate then inputs the destination number. Network usage will be debited from the available funds on the card on a real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmate will be provided with an announcement when the account balance is one (1) minute prior to exhaustion. The Inmate can transfer a balance from one card to another card. Prepaid cards will expire twelve (12) months from date of initial use. The Called Party is provided the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming pre-paid call.

Following release from a Confinement Facility, a refund can be requested by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve months from date of initial use. A refund will be issued to the Customer within ten (10) to fifteen (15) business days from receipt of the Customer's card.

3.5.2 Debit Calls

When made available by the Confinement Facility, the Inmate may place debit calls using funds transferred from the Inmate's Trust Account. The Inmate selects the debit account option and inputs the destination number. At the beginning of the call the Inmate is informed of the remaining balance in the debit account. Network usage will be debited from the funds available in the debit account on a real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmates will be provided with an announcement when the account balance is one minute prior to exhaustion.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

The Called Party is provided with the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming debit call.

At the time of release from a Confinement Facility, the debit account balance will be transferred to the Inmate's Trust Account for refund.

3.6 Non-Inmate Customers

3.6.1 Validation, and Fraud Prevention Process

When an Inmate attempts to place a collect call to a prospective Customer, the Company will initiate a process whereby the prospective Customer is evaluated. This process is a necessary undertaking by the Company in order to protect the Company's ability to collect the charges for the services provided (and similarly limit and prevent unbillable revenues and bad debt), and to limit and prevent fraud.

Accordingly, the Company will validate its Customers' bill-to-number through available verification procedures and establish a maximum predetermined credit amount. Where the Customer's requested billing method cannot be validated, or a maximum credit amount cannot be established, the Company may refuse to provide service except through a Company Direct Bill and/or Prepaid Account as set out herein. Furthermore, the Company will use various methods to determine the likelihood of fraud associated with a particular Customer, and in the event the Company determines that such a likelihood exists, the Company may also refuse to provide service except on a Prepaid Account basis with payments only by money order, Western Union Prepaid Services, or MoneyGram®.

3.6.2 Billing through the Customer's Local Exchange Carrier ("LEC")

This option is limited to those Customers who satisfy the Validation and Fraud Prevention procedures described above.

Accordingly, billing through the Customer's Local Exchange Carrier is not available when: the Customer's Local Exchange Carrier will not bill the Company's calls; the Customer has reached the local Exchange Carrier's billing limit for collect calls; the Company determines, based upon the review described in Section 3.6.1 above, the Customer is otherwise ineligible to have calls billed on the Local Exchange Carrier's bill; or the Customer accrues a threshold limit amount of charges as set out in Section 3.6.5 hereof.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

Each bill rendered by the LEC containing charges billed by the Company includes a Bill Processing Fee.

3.6.3 Billing Entity Conditions

When billing functions on behalf of the Company are performed by billing agents (i.e., Local Exchange Carrier, credit card companies, or other), the payment of charge conditions, tariffs, regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply, including any applicable tax, applicable interest, and/or late payment charge conditions.

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3.6.4 Billing for Customers that use Alternative Local Service Providers

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Alternative Local Service Providers such as CLECs, VOIP Carriers, and Wireless Carriers do not provide economically viable, direct billing and collection agreements for other carriers. When the Customer chooses to use an Alternative Local Service Provider, the Company will assist the Customer in establishing billing arrangements through Company Direct Bill or Prepaid Account Programs with multiple payment options through Third Party Payment Processors.

3.6.5 Third Party Payment Processors

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The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. The Company has negotiated the lowest possible fee with each of these Third Party Payment Processors, and receives no revenue in connection with any such fee. This fee is added to the Customer's payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors include (but are not limited to) Western Union Prepaid Services, MoneyGram®, a Phone Payment Processor, and a Website Online Payment Processor.

3.6.6 Direct Bill Customer Account Program

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The Direct Bill Customer Account Program ("Program") is available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider. In addition, the Program is available to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier within a thirty (30) to ninety (90) day period.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

The Customer is provided a courtesy call to inform the Customer of the Company's Billing Limit for calls billed through the Local Exchange Carrier when total outstanding charges accrued within a thirty (30) day period reach \$50.00. Once the Customer has accrued \$75.00 or more of collect call charges within a ninety (90) day period, a second notification call is made to the Customer indicating placement in the Program. Billing treatment for Customers participating in the Program is as follows:

- A. To participate in the Direct Bill Program, the Customer must complete a credit application and receive a satisfactory credit score. The credit application can be taken over the phone or completed on the Company website.
- B. If the Customer receives a satisfactory credit score, all future billing will be by the Company directly to the Customer. The Company will obtain the address of the Customer and begin the billing process from the date the Customer is approved for the Direct Bill Program.
- C. With the first bill, the Customer is notified of the Billing Limit established by the Company's credit policies, and the Company's address and toll-free Customer Service telephone number. Information about the average cost of calls received from the Confinement Facility is also provided to assist the Customer in budgeting telecommunications expenses.
- D. Thereafter, Direct Bill Customers are invoiced monthly.
- E. If a Customer's bill exceeds the Billing Limit established by the Company, the Customer is notified and then the Customer's telephone number is blocked from receiving collect calls from Confinement Facilities served by the Company until payment on the account is received.
- F. Direct Bill Customers are invoiced monthly, and the outstanding balance is due and payable upon receipt. To avoid any interruption in service, the outstanding balance must be paid within thirty (30) days from the date of the invoice. A late payment fee of one and one-half percent (1½%) per month (18% per annum) may be applied by the Company to its Customers' invoiced amounts if an outstanding invoice for services has not been paid in full thirty (30) days from the invoice date.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

3.6.7 Prepaid Customer Account Program

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The Prepaid Customer Account Program (“Program”) is available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider. In addition, the Program is available to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier within a thirty (30) to ninety (90) day period.

Customers who do not wish to complete a credit application or do not receive a satisfactory credit score can open a Prepaid Account.

A. The Customer establishes a Prepaid Account with the Company by paying \$25 or more to the Company by one of the payment methods offered by the Company. Payments can be made over the phone or on the web via credit card, check card, or check. The Customer’s account number is the ten digit phone number where he or she wishes to receive calls. The Customer will also select a six digit Personal Identification Number or PIN to use in accessing his or her account information in the future.

B. Upon receiving a call, the Customer is informed the call is from an Inmate, and the Customer has the option to accept or decline the incoming call. All security measures associated with an Inmate collect call, as implemented by the Company and the Confinement Facility, will apply.

C. Customers using this pre-payment option will be sent a statement every two weeks listing their call activity, charges, call discounts, and notifying them of their remaining balance. Statements are provided to customers at no charge. The Customer can contact the Company’s customer service toll-free number or visit the Company’s website to obtain account balances information twenty-four hours a day.

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D. If the Customer’s entire account balance is used, the Customer is notified and then the Customer’s telephone number is blocked from receiving collect calls from the Confinement Facility served by the company until payment on the account is received. Customers may send the Company additional funds using a check or money order to receive more calls, or authorize payment of additional funds via credit card, check card, check by phone, echeck, MoneyGram®, or Western Union Prepaid Services.

E. The Company may apply pre-payments to past due charges billed to the Customer by the Local Exchange Carrier.

F. The account remains open until one of the following events occurs: 1) the balance is depleted; or 2) the Customer requests that the account be terminated.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

- G. Customers who prepay will receive a Family Connection Calling Plan™ discount on every call. This discount will be offered based upon the amount of prepayment, as outlined in Section 4.5 of this tariff.
- H. Refunds - Customers may request a refund of unused funds by sending a written request to cancel their account to the Company via email at refunds@paytel.com, fax at 1-800-776-8423, or U.S. mail. The Company will endeavor to refund such monies, provided that no past due charges are owed by the Customer to its local exchange carrier or the Company, within ten (10) to fifteen (15) business days from the receipt of the Customer's request. There is no charge for issuing a refund.
- I. All unused funds of the Customer will be maintained by the Company in conformance with the South Carolina Uniform Unclaimed Property Act, S.C. Code Ann. § 27-18-10, *et seq.*

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES

4.1 Intra-State Collect Call Rates.

This Section 4.1 applies to all Company intrastate calls in South Carolina. The Company provides all of its services via individual contracts with Confinement Facilities or other applicable governmental entities. As such, these contracts may dictate rates less than or equal to (but not higher than) the rates set out herein, and in such case the required lower rates will be made applicable with respect to services provided in connection with such Confinement Facility. The Company will make any of these contracts available to the ORS or Commission upon request.

4.1.1 Computation of Charges

Except as otherwise described below, local call rates shall consist of a Fixed Per Call Service Charge and the applicable local call rate. The total charges for each toll call consist of two elements: a Fixed Service Charge and a Measured Charge dependent on the duration of the call. The Measured Charge element is specified as a rate per minute which is applied to each minute, with fractional minutes rounded up to the nearest one (1) full minute. Taxes and governmental fees are in addition to the charges for local and toll calls. A monthly Bill Processing Fee may be applied where applicable.

A. Calls Placed to Wireless and Call Forwarding Numbers

Based upon technological and operational developments in the telecommunications marketplace affecting the provision of inmate telephone services, the Company may apply a specialized rate structure and charges, as set forth in Subsection 4.1.6 of this Section, upon Inmate calls placed to wireless phone numbers and call-forwarding phone numbers from a given Facility. This specialized treatment will, in the Company's sole discretion, be made applicable to such calls based upon (a) the imposition of additional costs upon the Company associated with attempts to identify the Called Party and maintain required call controls, when wireless and call-forwarding technologies are used to attempt to circumvent traditional call identification, monitoring, and control procedures utilized by Confinement Facilities and law enforcement. (The Company may be required by a Confinement Facility and/or law enforcement to take these additional steps to assist them in fulfilling their authorized responsibilities to ensure public safety and prevent crime.); (b) the inability to meaningfully apply traditional rating distinctions, as between local and toll calling, in a wireless or call-forwarding environment; and (c) the imposition of additional costs upon the Company associated with attempting to properly track and bill for such categories of calls.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES (continued)

B. Flat Rated Calls

Based upon technological and operational developments in the telecommunications marketplace affecting the provision of inmate telephone services, the Company may apply a specialized flat rate structure, as set forth in Subsection 4.1.7 of this Section, upon all domestic Inmate calls (local, intrastate intraLATA, intrastate interLATA, and inter-state) originating from a given Confinement Facility served by the Company. This specialized rating treatment will be made applicable to all Inmate calls, regardless of destination or terminating number, originating from a given Confinement Facility served by the Company, based upon the requirements of the Company or request of the Confinement Facility and/or law enforcement to address call identification, tracking and control problems associated with the occurrence of material amounts of Inmate calling to wireless and/or call-forwarding numbers from such Facility.

4.1.2 Chargeable Times

Chargeable time begins when a Called Party accepts the charges by positive acceptance through pressing the number “3” on a touch-tone phone. In the absence of acceptance, calls will be terminated and no charges incurred. Chargeable time ends when either the Calling Party or Called Party hangs up or when the call is released by the automatic timing equipment in the telephone.

4.1.3 Local Collect Calls

The per call rate, excluding taxes and government fees, for a local collect call consists of a \$2.50 Fixed Service Charge plus the applicable local call rate.

4.1.4 Intra-State/IntraLATA Collect Calls

A. Fixed Per CallService Charge \$1.85

B. Measured Charges

Initial Minute (or fraction thereof)	\$.50
Each Additional Minute (or fraction thereof)	\$.50

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES (continued)

4.1.5 Intra-State/InterLATA Collect Calls

A. Fixed Per Call Service Charge \$1.85

B. Measured Charges

Initial Minute (or fraction thereof) \$.50

Each Additional Minute (or fraction thereof) \$.50

4.1.6 Calls to Wireless Numbers and Call Forwarding Numbers*

A. Fixed Per Call Service Charge \$2.50

B. Measured Charges

Initial Minute (or fraction thereof) \$.08

Each Additional Minute (or fraction thereof) \$.08

C. Calls are billed at a three (3) minute minimum.

D. Customers (including Called Parties and Billed Parties) otherwise using wireless or call forwarding numbers to receive calls from Inmates may at any time and of their own accord obtain a local phone number from a landline incumbent Local Exchange Carrier or a landline Competitive Local Exchange Carrier serving the location where the Customer/Called Party/Billed Party resides, so as to qualify for application of the rates set forth above in Subsections 4.1.3 - 4.1.5 of this Section.

*The Company may in its sole discretion, and with due notice and or rate quote availability provided to the Customer/Called Party/Billed Party, impose this specialized rate structure for calling from any given Confinement Facility based upon the prevailing conditions at and/or directions provided by such Facility.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES (continued)

4.1.7 Flat Rated Calls*

A. Fixed Per Call Service Charge \$3.50

B. Measured Charges

Initial Minute (or fraction thereof) \$.00

Each Additional Minute (or fraction thereof) \$.00

C. Calls are limited to a maximum duration of fifteen (15) minutes.

*The Company may in its sole discretion, and with due notice and or rate quote availability provided to the Customer/Called Party/Billed Party, in lieu of any other per call rates set forth in Subsections 4.1.1 and 4.1.3 – 4.1.6 of this Section impose this specialized flat rate structure for all calling from a given Confinement Facility, based upon the prevailing conditions at and/or directions provided by such Facility. A monthly Bill Processing Fee may be applied where applicable.

4.1.8 Taxes and Fees

All state and local taxes and any fee imposed by a government entity are separate and apart from the above charges and are listed as separate line items on the Customer's bill, as provided in Section 2.4 above.

4.1.9 Late Payment Fee

A late payment fee of one and one-half percent (1½%) per month (18% per annum) may be applied by the Company to its Customer's invoiced amounts, if an outstanding invoice for services has not been paid in full thirty (30) days from the invoice date.

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES (continued)

4.2 Prepaid Card Calls

Prepaid Card calls, as described in Section 3.5.1 hereof, will not exceed the collect call rates for the appropriate type of call as listed in Section 4.1.

Following release from a Confinement Facility a refund can be requested by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve (12) months from date of initial use.

4.3 Debit Calls

4.3.1 Option 1 – Debit Calls, as described in Subsection 3.5.2 above, will be charged at rates not to exceed the collect call rates and related charges for the applicable type of call as listed in Subsection 4.1 above. **Z**

4.3.2 Option 2 – Debit Calls, as described in Subsection 3.5.2 above, will be charged at a discount to the immediately preceding Option 1 rate upon the request of the Confinement Facility and with the concurrence of the Company. **Z**

At the time of release from a Confinement Facility, the debit account balance will be transferred to the Inmate's Trust Account for refund.

4.4 Direct Bill Customer Account Program

Direct Bill calls, as described in Section 3.6.6 hereof will not exceed the collect call rate for the appropriate type of call as listed in Section 4.1. **Z**

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES (continued)

4.5 Prepaid Customer Account Program

Prepaid Account Calls as described in Section 3.6.7 hereof, will receive a Family Connection Calling Plan™ discount on every call. The plan provides a discount on every call based on the amount of prepayment made by the Customer, as outlined below.

Z

Family Connection Calling Plan™ Discounts

<u>Pre-Payment</u>	<u>Discount</u>
\$25	4%
\$50	6%
\$100	8%
\$150	10%

To maximize the value of the discount, Customers can mail payments directly to the Company with a check or money order to avoid the payment processing fees charged when payments are made through Western Union, MoneyGram®, the Website Online Payment Processor or the Phone Payment Processor.

The Family Connection Calling Plan™ is designed to provide rates for calls to friends and family members who need to stay in touch with Inmates. Customers should make payment amounts that best fit their needs. When the Customer no longer needs the account, he or she can request a refund. There is no charge for issuing a refund.

See Section 3.6.7 H for information on how to request a refund.

Z

4.6 Miscellaneous Charges

4.6.1 Bill Processing Fee

A monthly charge will be applied to a Billed Party's bill to recover costs associated with the Company's administration, billing, collection and remittance of various government-mandated fees, surcharges and other amounts associated with the provision of services by the Company. No fee will be assessed in any month when there are no collect calls billed.

M

Maximum Bill Processing Fee per month	\$1.90
---------------------------------------	--------

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES (continued)

4.6.2 Voice Verification Fee

The Voice Verification Fee is a fee for an optional service that provides validation of the inmate's identity through voice verification technology for the purposes of improved security and reduced potential of fraud and victim harassment by inmates. This charge applies to all calls placed by inmates of Confinement Facilities when such calls are provided through the Company's call processing equipment. When this service is requested by the Confinement Facility, this fee applies in addition to all applicable call rates as specified in this tariff.

N

Maximum Voice Verification Fee per call* \$.25

*where requested by the Confinement Facility

4.7 Customer Account Charges

N

4.7.1 Payment by Check or Money Order

No additional fees will be charged to a Customer each time the Customer chooses to make a payment with a check or money order through the mail for an account with the Company.

M

Maximum Charge for Payment by Check or Money Order NO CHARGE

4.7.2 Account Statement Charge

No additional fee will be charged to a Customer each time the Customer receives an account statement from the Company.

N

Maximum Charge for Account Statements NO CHARGE

4.7.3 Refund Charge

N

No additional fee will be charged to a Customer when a refund of his or her account balance is requested.

Maximum Charge for Refund NO CHARGE

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

4.8 Third Party Payment Processors

The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. The Company has negotiated the lowest possible fee with each of these Third Party Payment Processors, and receives no revenue in connection with any such fee. This fee is added to the Customer's payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors include (but are not limited to) Western Union Prepaid Services, MoneyGram®, a Phone Payment Processor, and a Website Online Payment Processor.

4.8.1 Western Union Prepaid Services Payment Processing Fee

An undiscountable fee will be charged to a Customer by Western Union each time the Customer chooses to make a cash payment through Western Union for an account with the Company. This fee is referenced in this tariff to advise the Customer of the charge. This fee will not be assessed on those Customers who mail a check or money order to the Company.

Western Union Prepaid Services Payment Processing Fee \$5.95*

T

**or such other future charge imposed by Western Union*

4.8.2 MoneyGram® Payment Processing Fee

An undiscountable fee will be charged to a Customer by MoneyGram® each time the Customer chooses to make a cash payment through MoneyGram® at Wal*Mart® for an account with the Company. This fee is referenced in this tariff to advise the Customer of the charge. This fee will not be assessed on those Customers who mail a check or money order to the Company.

MoneyGram® Payment Processing Fee \$5.65*

T

**or such other future charge imposed by MoneyGram®*

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SOUTH CAROLINA INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES (continued)

4.8.3 Website Online Payment Processing Fee

An undiscountable fee will be charged to a Customer by the Third Party Website Online Payment Processor each time the Customer chooses to make a payment using a credit card, check/debit card or check online for an account with the Company. This fee covers the expenses associated with third-party database verification, validation, fraud prevention services and payment processing available through the Website Online Payment Processor. This fee is referenced in this tariff to advise the Customer of the charge. This fee will not be assessed on those Customers who mail a check or money order to the Company.

Website Online Payment Processing Fee \$3.00*

**or such other future charge imposed by the Third Party Website Online Payment Processor*

T

4.8.4 Phone Payment Processing Fee

An undiscountable fee will be charged to a Customer by the Third Party Phone Payment Processor each time the Customer chooses to make a payment using a credit card, check/debit card or check over the phone for an account with the Company. This fee covers the expenses associated with third party database verification, validation, fraud prevention services and payment processing available through the Phone Payment Processor. This fee is referenced in this tariff to advise the customer of the charge. This fee will not be assessed on those customers who mail a check or money order to the Company.

Phone Payment Processing Fee \$3.00*

**or such other future charge imposed by the Third Party Phone Payment Processor*

T

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